

Certificate of Notice Page 1 of 3 Eastern District of Pennsylvania

In re: Steven J. Gibson Debtor

Case No. 18-17827-elf Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2 User: Keith Page 1 of 1 Date Rcvd: Jun 10, 2019

Form ID: pdf900 Total Noticed: 2

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 12, 2019.

db +Steven J. Gibson, 4307 Mantua Avenue, Philadelphia, PA 19104-1215

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. +E-mail/PDF: acg.acg.ebn@americaninfosource.com Jun 11 2019 02:37:44

Exeter Finance LLC, c/o AIS Portfolio Services, LP, Oklahoma City, OK 73118-7901 4515 N Santa Fe Ave. Dept. APS,

TOTAL: 1

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 12, 2019 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 10, 2019 at the address(es) listed below:

JASON BRETT SCHWARTZ on behalf of Creditor Exeter Finance, LLC jschwartz@mesterschwartz.com, jottinger@mesterschwartz.com

on behalf of Debtor Steven J. Gibson ecf@ccpclaw.com, MICHAEL A. CATALDO2

igotnotices@ccpclaw.com

MICHAEL A. CIBIK2 on behalf of Debtor Steven J. Gibson ecf@ccpclaw.com, igotnotices@ccpclaw.com REBECCA ANN SOLARZ on behalf of Creditor Nationstar Mortgage LLC d/b/a Mr. Cooper

bkgroup@kmllawgroup.com

United States Trustee USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 6

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Steven J. Gibson	CILA DEED 12
<u>Debtor</u>	CHAPTER 13
Nationstar Mortgage LLC d/b/a Mr. Cooper Movant vs.	NO. 18-17827 ELF
Steven J. Gibson <u>Debtor</u>	,
William C. Miller Esq. <u>Trustee</u>	11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Secured Creditor on the Debtor's residence is \$2,465.10, which breaks down as follows;

Post-Petition Payments:

February 2019 to May 2019 at \$693.32/month

Suspense Balance:

\$308.18

Total Post-Petition Arrears

\$2,465.10

- On April 9, 2019, the Court entered an Order Granting Secured Creditor's Motion for Relief.
 - The parties now jointly agree that the Automatic Stay should be and is re-imposed.
 - The Debtor shall cure said arrearages in the following manner:
- a) On or before May 31, 2019, Debtor shall make a down payment to pay the postpetition arrears of \$2,465.10.
- 5. Beginning with the payment due June 1, 2019 and continuing thereafter, Debtor shall pay to Secured Creditor the present regular monthly mortgage payment of \$693,32 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).
- 6. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Secured Creditor shall adjust the account accordingly.

- 7. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation. Secured Creditor shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Secured Creditor may file a Certification of Default with the Court and the Court shall enter an Order granting Secured Creditor immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).
- 8. If the case is converted to Chapter 7, Secured Creditor shall file a Certification of Default with the Court and the Court shall enter an order granting Secured Creditor relief from the automatic stay.
- 9. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 10. The provisions of this stipulation do not constitute a waiver by Secured Creditor of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
 - 11. The parties agree that a facsimile signature shall be considered an original signature.

Date: May 24, 2019

Michael A. Cataldo, Esquire Attorney for Debtor

William C. Miller, Esquire Chapter 13 Trustee

By: Isl Rebecca A. Solarz, Esquire
Attorney for Secured Creditor

e NO OBJECTION

*without prejudice to any trustee rights or remedies.

ORDER

Approved by the Court this 10th day of June , 2019. However, the court retains discretion regarding entry of any further order.

ERIC L. FRANK U.S. BANKRUPTCY JUDGE